

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MASSACHUSETTS
BOSTON DIVISION

RANDY L. HANCOCK,)	
Plaintiff)	
)	
v.)	C.A. NO. 04-10781NMG
)	
PRINCETON PROPERTIES MANGEMENT, INC.))	
d/b/a PRINCETON PROPERTIES APARTMENTS))	
CHRISTIAN H. GARGUREVICH, and)	
ROLAND FONG dba R & R LAWN)	
MAINTENANCE AND LANDSCAPING and)	
GREATSCAPES OF NASHUA, INC.,)	
Defendants,)	

**MOTION BY THE DEFENDANT ROLAND FONG dba R&R LAWN MAINTENANCE
AND LANDSCAPING AND GREATSCAPES OF NASHUA, INC. FOR ENTRY OF
SEPARATE AND FINAL JUDGMENT**

Pursuant to Fed.R.Civ.P. 54(b), the defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., hereby move this Honorable Court to enter a separate and final judgment with respect to all claims brought by and against it in this case.

In support of this Motion, defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., state the following:

- 1.) This lawsuit arises out of a slip and fall accident that the plaintiff alleges occurred in the area of a sidewalk and parking lot on the premises of the co-defendant, Princeton Properties.
- 2.) The defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., had a plowing contract with the co-defendant, Princeton Properties to plow the parking lot.
- 3.) After mediation, the plaintiff reached a settlement with the defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.,
- 4.) The plaintiff has signed a release releasing the defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., as well as their insurer, NGM Insurance Company.
- 5.) This settlement was entered in good faith between the plaintiff and the defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.

- 6.) Any non-settling party who wishes to oppose this motion would have the burden to prove that the settlement was not made in good faith. Noyes v Raymond, 28 Mass. App. Ct. 186, 548 N.E. 2d 196 (1990)
- 7.) There is no just reason for delay.

WHEREFORE, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., hereby respectfully request that the court make an express determination that there is no just reason for delay in entering judgment and enter judgment as follows:

1. Dismiss with prejudice the claims brought by Randy Hancock against Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.;
2. Dismiss with prejudice any and all claims and/or cross claims brought by or against Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.;
3. Enter final judgment with respect to any claims brought by or against Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.; and
4. Enter any other relief that this Court deems necessary.

Date: September 15, 2006

By their attorney,

____/S/_____

Robert P. Turner, Esquire
BBO#: 504900
LAW OFFICES OF BRUCE R. FOX
27B Midstate Office Park
Auburn, MA 01501
Telephone: (866) 290-7435

CERTIFICATE OF SERVICE

I, Robert P. Turner, attorney for the above named Defendants , Roland Fong dba R&R Lawn Maintenance and Landscaping, do hereby certify that I caused a copy of the within document to be served upon each named party by mailing a copy of same, postage prepaid, to each party's counsel of record, namely:

Mark S. Shuman
Law Office of Mark S. Shuman, P.C.
535 Boylston Street, 8th Floor
Boston, MA 02116

Denise Lauretti, Esq.
Horn & Lauretti
225 Friend Street
Boston, MA 02114

Signed under the pains and penalties of perjury this _____ day of _____, 2005.

Robert P. Turner, Esquire